



**WHEN RECORDED MAIL TO:**

Sandra A Bacus  
12994 Southwest 116th Place  
Portland, OR 97223

**DOCUMENT TITLE(S)**

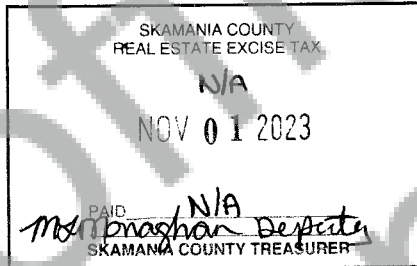
Community Property Agreement

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

N/A

**GRANTOR(S):**

Joseph A. Bacus, deceased



**GRANTEE(S):**

Sandra S Bacus, a widow

**ABBREVIATED LEGAL DESCRIPTION:**

Lot 3 ANDERSEN SP Bk 3/Pg 143  
See Attached Exhibit 'A' on page 5 for Full Legal Description---

**TAX PARCEL NUMBER(S):**

03-08-29-0-0-2003-00 *LM 11/1/23*

**WHEN RECORDED RETURN TO**

PHELAN WEBBER & ASSOCIATES P.S.  
Attorneys at Law  
502 E McLoughlin Blvd  
Vancouver WA 98663-3357

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**COMMUNITY PROPERTY AGREEMENT**

GRANTORS: **SANDRA S. BACUS** and **JOSEPH A. BACUS**  
GRANTEES: **SANDRA S. BACUS** and **JOSEPH A. BACUS**  
ABBREVIATED LEGAL DESCRIPTION: n/a  
ASSESSOR'S TAX PARCEL ID #: n/a  
REFERENCE NO: n/a

**AGREEMENT** made and entered on **APR 28**, 2016.  
between **SANDRA S. BACUS** ("Wife") and **JOSEPH A. BACUS** ("Husband"), both of whom are  
domiciled in the state of Washington. In consideration of their mutual agreements set forth below,  
the parties agree as follows:

1. Property Covered: This agreement shall apply to all community property now owned  
or hereafter acquired by Husband and Wife even though some items may have been or may be  
purchased or acquired by one or the other or both or may have been or may be registered in the name  
of one or the other or both. This agreement shall also apply to all quasi-community property now  
owned by Husband and Wife. All such property is regarded to in this agreement as the "described  
community property." If Husband dies and Wife survives, any separate property of Husband which  
is owned by Husband at the time of his death (except for assets which Husband has made a separate  
beneficiary designation other than by Will) shall become and be considered community property  
vested as of the moment of his death, and if Wife dies and Husband survives her, any separate  
property of Wife which is owned by Wife at the time of her death (except for assets which Wife has  
made a separate beneficiary designation other than by Will) shall become and be considered  
community property vested as of the moment of her death. All such property is regarded to in this  
agreement as the "described community property."

2. Community Property: Unless this agreement shall have been revoked prior to the death of the first spouse, the survivor shall have the full power to sell, give by will or otherwise dispose of all property subject to this agreement.

3. Vesting at Death of a Spouse: If Husband dies and Wife survives him, all of the described community property shall immediately vest in Wife as of the moment of Husband's death and become the separate property of Wife. If Wife dies and Husband survives her, all of the described community property shall immediately vest in Husband as of the moment of Wife's death and become the separate property of Husband.

4. Disclaimer: Upon the death of either spouse, the surviving spouse may disclaim any interest passing under this agreement in whole or in part, or with reference to specific parts, shares or assets thereof, in which event the interest disclaimed shall pass as if the provisions of paragraph 3 had been revoked as to such interest with the surviving spouse entitled to the benefits provided by any alternate disposition.

5. Automatic Revocation: The provisions of paragraph 3 shall be automatically revoked

a. Upon the filing by either party of a petition, complaint or other pleading for separation, dissolution or divorce; or

b. Immediately prior to death, if the order of death cannot be ascertained.

Unless otherwise revoked or modified, this agreement shall remain in full force and effect regardless of the state of residence and/or domicile of the spouses at the time of the death of either or both.

6. Optional Revocation by One Party: If either party becomes incapacitated, the other party shall have the power to terminate the provisions of paragraph 3 and each party designates the other as attorney-in-fact to become effective upon incapacity to exercise such power. The termination shall be effective upon the delivery of written notice thereof to the incapacitated spouse and to the guardian(s), if any, of the person and of the estate of the incapacitated person. For the purposes of this paragraph, a spouse shall be deemed incapacitated if the incapacitated spouse's regularly treating physician, if available and if not any physician duly licensed to practice medicine in the State of Washington, signs a statement declaring that the spouse is unable to manage his or her own affairs.


7. Powers of Appointment: This agreement shall not affect any power of appointment now held by or hereafter given to Husband or Wife or both of them, nor shall it obligate Husband or Wife or both of them to exercise any such power of appointment in any way.

8. Revocation of Inconsistent Agreements: To the extent this agreement is inconsistent with any provisions of any community property agreement or other arrangement previously made

by the parties that affects the described community property, the terms of this agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.


  
**SANDRA S. BACUS**

  
**JOSEPH A. BACUS**

STATE OF WASHINGTON                   )  
  ) ss.  
County of Clark                            )

I certify that I know or have satisfactory evidence that **SANDRA S. BACUS** and **JOSEPH A. BACUS** are the persons who appeared before me and said persons acknowledged that **SANDRA S. BACUS** and **JOSEPH A. BACUS** signed this instrument and acknowledged it to be **SANDRA S. BACUS** and **JOSEPH A. BACUS'S** free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: APR 28, 2016

  
Notary Public  
Printed Name: Kelly M. Johnson  
My Appointment Expires: 2-18-2020  
Residing at: Vancouver, WA



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· PHELAN WEBBER & ASSOCIATES P.S.  
Attorneys at Law  
502 E McLoughlin Blvd  
Vancouver WA 98663-3357  
360 696-2069 • 503 243-7810

J:\MMP\Clients A-L\Bacus Elder Law\Bacus, Sandra and Joseph\2016\CPA.wpd

EXHIBIT "A"

A parcel of land located in Government Lot 1 of Section 29, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 3 of the PATRICIA ANDERSEN Short Plat, as recorded in Book 3 of Short Plats, Page 143, Skamania County Records.

EXCEPTING THEREFROM that portion conveyed by Deed recorded June 4, 2019, as Auditor's File Number 2019000924, Skamania County Records.

Skamania County Assessor

Date 11-1-23 Parcel# 03082900200300

*mm*



# STATE OF OREGON

## CERTIFICATION OF VITAL RECORD

1057537

I.D. TAG NO.

### OREGON HEALTH AUTHORITY CENTER FOR HEALTH STATISTICS CERTIFICATE OF DEATH

136-2023-023034

STATE FILE NUMBER

TO BE COMPLETED BY FUNERAL FACILITY	Legal Name		First	Middle	Last	Suffix	Death Date	
	Joseph			Alan	Bacus		July 26, 2023	
	Sex		Age		Social Security Number		County of Death	
	Male		76 years		[REDACTED]		Washington	
	Birthdate		Birthplace		Was Decedent Ever in U.S. Armed Forces?			
	October 07, 1946		Alton, Illinois		No			
	Residence				City/Town			
	12994 SW 116th Place				Tigard			
	Residence County		State or Foreign Country		Zip Code + 4		Inside City Limits?	
	Washington		Oregon		97223		No	
	Marital Status at Time of Death		Spouse's Name Prior to First Marriage					
	Married		Sandra Amad					
	Father's Name				Mother's Name Prior to First Marriage			
	Wilbur Bacus				Wilma Lee Finley			
	Informant's Name		Telephone Number		Relationship to Decedent		Mailing Address	
Sandra Bacus		Not Available		Spouse		12994 SW 116th Place, Tigard, OR 97223		
Place of Death				Facility Name				
Decedent's Residence - Hospice								
Location of Death				City/Town or Location of Death		State		
12994 SW 116th Place				Tigard		Oregon		
Method of Disposition		Place of Disposition		Location (City/Town and State)				
Cremation		Springer & Son Aloha Crematory		Aloha, Oregon				
Name and Complete Address of Funeral Facility								
Springer & Son Aloha Funeral Home 4150 SW 185th, Aloha, Oregon 97007								
Date of Disposition		Funeral Director's Signature				OR License Number		
TBD		Dustin C Weatherwax				FS-0748		
Registrar's Signature				Date Received		Local File Number		
Jennifer A. Woodward				July 28, 2023				
Amendment								

45-2CCS (01/06)



\*20230737243\*

I CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL CERTIFICATE ON FILE OR THE VITAL RECORDS FACTS ON FILE IN THE OREGON CENTER FOR HEALTH STATISTICS.

July 31, 2023

DATE ISSUED:

THIS COPY IS NOT VALID WITHOUT INTAGLIO STATE SEAL AND BORDER

JENNIFER A. WOODWARD, Ph.D.  
STATE REGISTRAR

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



Unofficial  
Copy



\* 008009100 \*

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